

General Terms and Conditions

1. General

1.1. The terms used in these General Terms and Conditions are defined as follows, unless expressly indicated otherwise.

Contractor: the private company with limited liability trading under the name of SBI Formaat, listed in the Chamber of Commerce under number 62369776 and the private company with limited liability trading under the name of SBI Formaat Opleiding en Advies, listed in the Chamber of Commerce under number 64399893; both registered at Amersfoortseweg 98, 3941 EP Doorn, and both being the users of these General Terms and Conditions.

Client: the natural person (being a consumer), the natural person acting in a business or professional capacity and/or a legal entity who/which has given an assignment to the Contractor to provide Services.

Agreement: the service provision agreement with regard to the provision of Services as defined below, for individual and groups of participants of the Client, all this in the broadest sense of the word, as laid down in a signed order confirmation and similar documents, such as the quotation. Orders placed electronically are explicitly included in these.

Services: activities which the Contractor carries out on the instructions of and/or for the Client, such as for instance giving advice, coaching, giving training courses and a Course (as well as the delivery in this connection of the training or as the case may be course material), or providing a seminar, congress or similar service.

Course: training course or (open) training session or other class-based or online form of education whatsoever provided or organised by or on behalf of or under the license of the Contractor or components of a training course or (open) training session of one or more half-days.

Participant: the natural person who takes part in courses, training courses, workshops and information sessions of the Contractor. The Participant himself as a natural person can be the Client but also someone working for the Client's organisation.

Party: the Contractor or the Client.

Rate: the fee for a time unit worked by the Contractor, a Course or Service.

Quotation: an offer by the Contractor aimed at forming an Agreement.

Website: the internet site www.sbiformaat.nl.

Conditions: these General Terms and Conditions of the Contractor.

Personal Data: Personal Data: all information with regard to an identified or identifiable natural person.

Processing: any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, consultation, retrieval, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data.

Data Subject: a natural person identified or identifiable to which the Personal Data processed relate;

Data Leak: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

Supervisory Authority: an independent public authority responsible for the supervision of and compliance with the law in connection with the Processing of Personal Data. In the Netherlands this is the Dutch Authority for Personal Data.

2. Applicability

- 2.1. These Conditions are applicable to all activities, written and/or verbal offers, quotations, assignments and Agreements whatsoever between the Contractor and the Client, on account of which the Contractor provides services or carries out activities for the benefit of the Client, even if these Services or activities are not described (in more detail) in these General Terms and Conditions, as well as all activities arising from them.
- 2.2. The applicability of any terms and conditions of the Client whatsoever are hereby explicitly rejected.
- 2.3. If these Conditions are rejected by the Client by declaring in writing its own general terms and conditions applicable, only those clauses in the said general terms and conditions will be applicable which do not conflict with these Conditions. In the event of any doubt whether such a conflict is present, these Conditions will prevail.
- 2.4. Any deviations from these Conditions are only binding if and insofar as they have been agreed by the parties in writing.
- 2.5. If these Conditions and the written (order) confirmation contain mutually conflicting terms and conditions, the terms and conditions included in the (order) confirmation will be applicable.
- 2.6. If one or more provisions in these Conditions are at any time wholly or partly invalid or would be annulled, the remainder of the provisions in these Conditions will remain fully effective. In this event the Contractor and the Client will consult each other in order to agree new provisions to replace the invalid or annulled provisions thereby taking into account as much as possible the aim and purport of the original provisions.
- 2.7. The Contractor reserves the right to amend or supplement these Conditions. Amendments will also be effective with regard to Agreements already formed with due observance of a period of thirty (30) days after the amendment has been announced on the Website and by sending this announcement through surface mail or in an (electronic) message.
- 2.8. If the Client does not agree to an amendment of these Conditions in accordance with the previous paragraph which is negative for him, he must notify the Contractor of this in writing before the date on which the new Conditions will become effective. The Contractor may then withdraw the respective amendment after which they will no longer be effective towards the Client. If the Contractor does not want to withdraw the amendment, the Client will be entitled to terminate the Agreement as of this date or on the date of receipt of the termination if this is after the effective date of the amendment.
- 2.9. If there would be ambiguity about the interpretation of one or more provisions of these Conditions, the interpretation should be 'according to the spirit' of these Conditions.
- 2.10. The applicability of these Conditions will not be affected if the Contractor engages third parties.

3. Code of conduct

- 3.1. All assignments with regard to training sessions and training courses are carried out with due observance of the NRTO Code of Conduct. This Code of Conduct can be downloaded from the Website or requested via our accounts department. All assignments with regard to consultancy and research must be carried out properly by the Contractor as befits a proper consultancy agency. The Contractor is ISO 9001 certified and has the CEDEO acknowledgement.
- 3.2. With regard to the use of the Contractor's information provided or obtained in connection with the assignment, he shall observe due care such as can be reasonably expected of him. Information of a confidential nature or of which the confidential nature should be understood, must only be used within the scope of the performance of the Agreement.
- 3.3. The Contractor will retain documentation of the Agreements performed by the Contractor for five (5) years after termination of the Agreement, partly with a view to subsequently rendering account. The Contractor will ensure that archive documents are not used for other purposes.

3.4. The Contractor will never be obliged to any acts or omissions that are conflicting and incompatible with the rules meant above.

4. Offers and Quotations

4.1. All offers and quotations by the Contractor are entirely without obligation.

4.2. Any quotations or offers made by the Contractor are valid for two (2) months, unless explicitly otherwise stated in writing.

4.3. In addition, it applies to all quotations and offers that they are based on the details provided by the Client. If these details appear to be incorrect or incomplete, the Client cannot derive any rights against the Contractor from an (accepted) quotation or offer.

4.4. The Contractor cannot be held to his quotations or offers if the Client can reasonably understand that the quotations or offers or any part of them include an obvious error or mistake.

5. Agreement formation

5.1. An Agreement between the Client and the Contractor is formed by either:

- sending an application intended for this purpose (via mail, e-mail or website) or;
- the Client returning an order confirmation signed by the Contractor and the Client (NB in the event that the Client suffices with sending a so-called purchase order, this will also be considered as acceptance of the order) or;
- giving a verbal or written order confirmation which is confirmed unilaterally in writing by the Contractor. The term 'in writing' includes a confirmation via e-mail or forms sent via the website or;
- returning a quotation issued by the Contractor and signed for approval by the Client or;
- at the request of the Client fully or partly implementing the assignment given by the Client to the Contractor by for instance, but not limited to, making appointments for talks with the Contractor, asking verbal or written advice from the Contractor.

5.2. The Contractor will always be entitled to refuse or terminate an assignment if by performing the assignment the Contractor would contravene the Code of Conduct (see Clause 3).

5.3. A Course offered by the Contractor will only take place if there are sufficient enrolments. If there are more enrolments than places for participants, they will be placed in order of application.

5.4. On acceptance of assignments involving a funding contract, the Contractor will strictly observe the additional guidelines imposed by the Client.

6. Suspension and dissolution

6.1. The Agreement is entered into for a fixed period, unless it arises from the nature of the purport of the assignment given that it has been entered into for an indefinite period of time.

6.2. The Agreement cannot be terminated prematurely other than on the grounds of the cancellation arrangement of Clause 10.

6.3. The Client and the Contractor are - apart from any other rights accruing to them - always entitled to terminate the Agreement with immediate effect without any (further) prior notice of default or judicial intervention being required, by means of a written extrajudicial statement, without being obliged to pay any compensation to the other party, if:

- the Client or Contractor is granted a (provisional) moratorium, the Client or Contractor has been filed for bankruptcy or the Client or Contractor himself has filed for bankruptcy, the Client or the Contractor offers its creditors a (private) composition or convenes (for this purpose) a meeting of creditors or if an application is requested or granted with regard to the Client by the Dutch Debt Rescheduling (Natural Persons) Act (*Wet schuldsanering natuurlijke personen*).

- the business of the Client or the Contractor is wound up and/or the business activities of the Client or the Contractor are actually discontinued or moved to a location outside the Netherlands;
- a considerable part of the assets of the Client or the Contractor has been seized;
- the Client or the Contractor transfers his business operations to third parties.

6.4. The Contractor is entitled to suspend the performance of the obligations or to dissolve the Agreement if:

- the Client does not or not fully perform the obligations under the Agreement or does not fulfil them in due time;
- circumstances come to the notice of the Contractor after the Agreement has been formed which give good reason to fear that the Client will not fulfil the obligations;
- on entering into the Agreement the Client was requested to furnish security for the performance of the obligations under the Agreement and this security has not been forthcoming or is insufficient;
- due to delay on the part of the Client the Contractor can no longer be required to fulfil the Agreement under the originally agreed conditions.

6.5. The Contractor is also entitled to suspend the return of records or other items to the Client or third parties until the moment that all due and payable claims on the Client have been fully paid.

6.6. If the Agreement is dissolved the claims of the Contractor on the Client will be immediately due and payable. If the Contractor suspends the performance of the obligations, he will retain his rights under the law and pursuant to the Agreement.

6.7. The Contractor will never be liable for the consequences of premature termination in accordance with this Clause.

6.8. A take-over, merger or hive-off or privatisation of a Client will not constitute a reason for premature termination of the Agreement.

7. Agreement performance conditions

7.1. The Contractor decides the manner in which the Agreement will be performed and by which person(s). If possible the Contractor will take into account any sound instructions given by the Client within due time with regard to the performance of the Agreement. With regard to the Client this also means fully passing on order references required by the Client, such as order numbers or cost items, prior to performing the assignment.

7.2. The Contractor will perform the Services to the best of his knowledge and ability and as a professional acting with due care, if possible with due observance of what has been agreed in this respect between the Parties. The Contractor only undertakes obligations to perform to the best of his abilities and does not guarantee to achieve any intended result.

7.3. The Client and the Contractor undertake to cooperate fully with each other when either party or both parties consider(s) it necessary in order to provide the Services, all this in the broadest sense of the word and reasonably to be assessed by the Client as well as the Contractor.

7.4. The Contractor is entitled, without any notice to and explicit consent of the Client, to have certain activities carried out by a person or third party to be appointed by the Contractor, if this is desirable in the opinion of the Contractor.

7.5. The Contractor will keep the Client informed of the progress of the work. In this connection, the Contractor will provide insight on request into the methods that are applied and the information on which the intervention is based.

7.6. Any periods specified in the Agreement within which the activities must be performed, will only be approximate and do not constitute deadlines. If such a period has been exceeded this neither constitutes an attributable failure by the Contractor and therefore no ground for dissolution of the Agreement. If such a period has been exceeded the Client will nevertheless be able to stipulate a new, reasonable, period within which the Contractor must have fulfilled the Agreement, subject to force majeure. If this new,

reasonable, period has been exceeded, this does constitute a ground for dissolution of the Agreement by the Client.

- 7.7. Contrary to paragraph 6 of this Clause, with regard to providing a Course the Contractor will be obliged to fulfil this assignment at the agreed time and at the location as agreed between the Parties, insofar as this time and place has been notified to the Client at least one week prior to the performance of the assignment. The parties may subsequently agree otherwise only jointly.
- 7.8. In addition, with regard to the performance of Agreements for research assignments, the following applies:
- Quotations for research by the Contractor form an integral part of the setup of the activities described in the project proposal (of the Contractor). Changes in the setup, for instance with regard to the extent, phasing of the project, the method, analysis and reporting, made in consultation with the Client may result in adjustment of the costs payable.
 - If an interim change in the performance of the research arises due to facts or circumstances within the Client's sphere of risk, the Contractor will be entitled to make adjustments to the described setup for the research if this is necessary for the quality of the service provision. The Contractor is entitled to pass on the associated (extra) costs to the Client.
 - The Contractor will only be able to indicate in advance how long the execution of a project will take. An agreed period or final date of the activities and the reporting is therefore not meant as a deadline, unless explicitly agreed otherwise.
 - An Agreement for research is always entered into for a minimum period and/or for a minimum number of (repeat) measurements. Unless otherwise agreed such an Agreement cannot be terminated prematurely. If multiple (repeat) measurements have been agreed while no specific period has been agreed within which these should take place, a maximum period of 24 months will apply within which in any event a (repeat) measurement must have been started.
 - If (repeat) measurements are still outstanding, the invoice date for the (repeat) measurement most recently sent is also considered as the start of a new period as meant in Clause 7 paragraph 8 under d.

8. Intellectual property

- 8.1. All intellectual property rights (including, but not limited to, copyrights, know-how, data base rights and exclusive licenses) on all products developed or provided by the Contractor in connection with the performance of the Agreement, including but not limited to modules, models, techniques and/or instruments, brochures, project material and training and training courses materials, including software and other intellectual products, all this in the broadest sense of the word, are exclusively vested in the Contractor or his licensors, unless explicitly otherwise agreed in writing.
- 8.2. The copyright to reports, advice, proposals and other documents arising from the activities of the Contractor are exclusively vested in the Contractor unless otherwise agreed in writing. The Contractor also retains the right to use the increased knowledge due to carrying out the activities for other purposes insofar as no confidential information will be made known to third parties.
- 8.3. The Client shall only acquire the rights of use and powers expressly assigned to him in the Agreement or otherwise. This right of use cannot be regarded as an explicit or implicit license to publish, reproduce, exploit or provide to third parties in any form whatsoever, including integrating it into networks whether or not after it has been edited or having it appear on multiple screens or otherwise disclosing it. Therefore, subject to the explicit written consent of the Contractor, the Client is explicitly prohibited from providing, reproducing, disclosing or exploiting the products referred to in this Clause to any third parties, whether or not with the engagement of third parties.
- 8.4. If the Client infringes the intellectual property rights of the Contractor in any way, the Client will forthwith forfeit to the Contractor a penalty immediately due and payable of €5,000 (in words: five thousand euros) for each infringement, without a notice of default being required. In addition, the Client will forfeit to the

Contractor a penalty immediately due and payable of €750 (in words: seven hundred and fifty euros) for every subsequent day that the infringement of the rights of the Contractor continues, notwithstanding the other rights of the Contractor, including the right to full compensation.

9. Fee, invoicing and payment arrangement

- 9.1. The Contractor is entitled to a fee as described in the order confirmation and/or the Agreement.
- 9.2. The fee of the Contractor does not depend on the outcome of the activities carried out and/or the Services provided.
- 9.3. The fee of the Contractor may consist of an amount determined in advance per Agreement and/or may be calculated on the basis of the rates for each time unit worked by the Contractor. If applicable, the fee will be increased by travel, accommodation or other costs incurred in connection with the Agreement as well as disbursements.
- 9.4. If a fixed amount per Agreement has been agreed, the Contractor will be entitled to charge on top of this a rate for each time unit worked, if and insofar as the activities exceed the activities foreseen in the Agreement, which the Client will then also owe.
- 9.5. The Contractor is entitled to adjust every year (as of 1 January) the fee for all agreements in accordance with the (consumer) price index.
- 9.6. The fee is exclusive of value added tax (VAT) and other levies imposed or to be imposed by the authorities, unless otherwise indicated.
- 9.7. The Contractor is entitled to invoice a customised assignment immediately after the assignment has been given or enrolment in an open enrolment course has taken place. This also applies if the Client has not yet provided the Contractor with the required order references, such as order numbers or cost items.
- 9.8. Assignments based on subsequent calculation (such as consultancy or coaching) are invoiced monthly in arrears.
- 9.9. The Contractor is entitled to charge an advance and only execute the Agreement further after its payment.
- 9.10. Payment must take place within 30 (thirty) days after the invoice date. In connection with a given assignment for an activity to take place within thirty days ("last-minute booking"), the payment must be made before the commencement of that activity. If the Client does not provide the Contractor within due time or does not provide them fully with the order references required by the Client, such as order numbers or cost items, this does not constitute a reason to postpone payment.
- 9.11. Any objections to invoices, specifications, descriptions and prices must be notified in writing to the Contractor within 8 (in words: eight) days after the invoice or despatch date, failing which invoices, specifications, descriptions and prices will be considered as a given fact between the Contractor and the Client. Any objections expressed within due time by the Client to the Contractor, will not suspend the payment obligation of the Client.
- 9.12. Statutory interest will be charged after the payment period has been exceeded, unless otherwise agreed in writing.
- 9.13. If the Client fails to fulfil his obligations (in time) or is in default of this, all the reasonable costs of obtaining extrajudicial payment will be at the expense of the Client. The amount of the extrajudicial costs will be determined by the Reimbursement for Extrajudicial Collection Costs Decree (Dutch Debt Collection Costs Act: *Wet Incassokosten*),
- 9.14. If the payment obligations have not been fulfilled in accordance with this Clause, the Contractor will be immediately entitled to suspend or terminate his activities for the respective assignment(s).
- 9.15. The Contractor excludes herein the Client's right to suspension and/or setoff if the latter is a consumer.

10. Cancellation arrangements

10.1. If the Client wishes to cancel an assignment, including its premature termination, this should always be notified in writing to the Contractor.

He should indicate in the letter the reason(s) for the premature cancellation. The cancellation date is the date of the postmark or e-mail date.

10.2. In case of cancellation of an assignment, the following rules will apply to the Contractor's various fields of activity:

1. Customised training sessions in a general sense (including open online training sessions):

In case of cancellation by the Client the following items will be charged by the Contractor:

a. All development and preparation costs incurred up until the moment of cancellation.

b. All costs for the performance of the assignment:

- 100% of the fee in case of cancellation between 0 to 2 weeks before the commencement of the training session;
- 75% of the fee in case of cancellation between 2 to 4 weeks before the commencement of the training session;
- 50% of the fee in case of cancellation between 4 to 6 weeks before the commencement of the training session;
- 0% of the fee in case of cancellation more than 6 weeks before the commencement of the training session;
- If the cancelled training session is immediately rebooked and is to take place within 3 months after the original start date, a discount from the cancellation costs may be agreed.

c. All the costs of any booked accommodation which have been charged in accordance with the conditions of the accommodation provider.

2. Open training sessions (including open online training sessions):

a. In case of cancellation by the Client the Contractor will charge the following costs with regard to the participation:

- 100% of the Rate for the Course in case of cancellation between 0 to 2 weeks before commencement of the Course;
- 75% of the Rate for the Course in case of cancellation between 2 to 4 weeks before commencement of the Course;
- 50% of the Rate for the Course in case of cancellation between 4 to 6 weeks before commencement of the Course;
- 0% of the Rate for the Course in case of cancellation of more than 6 weeks before commencement of the Course;
- if the cancelled training session is immediately rebooked, a discount from the cancellation costs may be agreed.

b. If a participant is unable to attend, the Client will be entitled to allow a replacement, who also meets the participation requirements attached to the Course, to participate in the Course without any additional costs.

c. All the costs of any booked accommodation which have been charged in accordance with the conditions of the accommodation provider.

3. Congresses, seminars and the like:

a. In case of cancellation by the Client - regardless of the moment of cancellation - the costs incurred, including the costs associated with obligations which the Contractor has undertaken on behalf of the Client with third parties, will be fully charged by the Contractor.

- b. In case the participant is unable to attend, the Client will be entitled - without any additional costs - to allow a replacement to participate.
 4. Coaching/group intervention/research/organisation development processes:
In case of cancellation by the Client of the entire assignment or a part of it, the following items will be charged by the Contractor:
 - a. All development and preparation costs incurred up until the moment of cancellation.
 - b. All costs for the performance of the assignment:
 - 100% of the fee in case of cancellation between 0 to 2 weeks before the commencement of the activity;
 - 75% of the fee in case of cancellation between 2 to 4 weeks before the commencement of the activity;
 - 50% of the fee in case of cancellation between 4 to 6 weeks before the commencement of the activity;
 - 0% of the fee in case of cancellation more than 6 weeks before the commencement of the activity;
 - c. All the costs of any booked accommodation which have been charged in accordance with the conditions of the accommodation provider.
 5. For consultancy and guidance other than specified above, in case of cancellation by the Client the costs for the activities already carried out will be charged. In this connection the Contractor will be entitled to compensation for demonstrable occupancy loss.
- 10.3. The Contractor may decide to refrain from cancellation costs or a part of them.

11. Liability

- 11.1. The Contractor only accepts obligations to pay compensation insofar as this is apparent from this Clause.
- 11.2. The Contractor will carry out his activities to the best of his abilities and in doing so take the due care which can be expected from the Contractor. If a fault has been made because the Client provided inaccurate or incomplete information, the Contractor will not be liable for the damage caused by this, except if there is gross negligence or intention by the Contractor.
- 11.3. The results arising from application and use of the studies performed and advice given by the Contractor depend on many factors beyond the scope of the Contractor. Although the Agreement is performed by the Contractor to the best of his knowledge and ability and in accordance with the requirements of good workmanship, the Contractor can therefore not give any guarantees with regard to the results of the studies performed and advice he has provided.
- 11.4. The Contractor is only liable to the Client for compensation of damage suffered by the Client which is the direct result of a(n) (related series of) attributable shortcoming(s) in the performance of the Agreement by the Contractor.
- 11.5. The liability of the Contractor is in all cases limited to the fee which the Contractor received for his Services in connection with the Agreement. With regard to Agreements with a duration longer than six (6) months, the liability is further limited to not more than the fee for the most recent six (6) months prior to the damage arising. The total compensation for damage under this Clause will under no circumstance amount to more than the amount that will be paid by the liability insurer of the Contractor in the respective case, increased by the excess that might have to be borne by the Contractor on account of the respective liability insurance.
- 11.6. Insofar as sports and comparable activities form part of the Agreement concluded with the Contractor, participants in such activities must assess for themselves whether they are physically and, in terms of condition, able to participate responsibly in such activities. The Contractor explicitly rejects any liability for damage as a result of participation in such activities, both with regard to the Client as well as to the participant.

11.7. If there is any liability the Contractor will only be liable for direct damage. By direct loss is meant exclusively:

- reasonable costs incurred by the Client to have the Contractor's performance comply with the Agreement;
- reasonable costs incurred by the Client to determine the cause and extent of the direct damage;
- reasonable costs incurred to prevent or limit damage;

The Contractor will not be liable for direct, indirect and/or consequential damage (including but not limited to lost profit, business interruption costs, loss of business relationships, damage resulting from any delay, loss of data, goodwill, exceeding a delivery period and/or defects found, among other things) other than direct financial loss suffered by the Client.

11.8. The Contractor will never be liable for damage which could have only been prevented by an act or omission that would have been contrary to or incompatible with the Code of Conduct as stated in Clause 3 of the Conditions, unless this damage has been caused by the intention or gross negligence of the Contractor.

11.9. The Client indemnifies the Contractor against all claims that third parties allege and exercise against the Contractor as compensation for damage suffered, costs incurred, lost profit and other expenses that are in any way related to and/or arise from the Contractor's performance of the assignment.

11.10 Contrary to the statutory periods of limitation, the period of limitation of all claims and defences with regard to the Contractor and any third parties engaged by the Contractor in the performance of an Agreement, amounts to one (1) year.

12. Force majeure

12.1. In the event of permanent force majeure, the Contractor will be entitled to dissolve the Agreement with the Client extrajudicially by means of a written statement without judicial intervention. In this connection the Contractor will not be liable to the Client for damage of any nature and amount whatsoever suffered by the Client.

12.2. In the event of temporary force majeure, the Contractor will be entitled to suspend the fulfilment of his obligations under the Agreement and to extend the possible periods within which the Agreement must be performed by the time during which the temporary force majeure is effective. If the force majeure referred to is longer than three months, the Client may demand a (partial) dissolution of the Agreement without the Client being entitled to compensation.

12.3. To the extent that at the moment force majeure occurs the Contractor has already partially fulfilled or is able to fulfil them, and the part fulfilled or to be fulfilled has an independent value, the Contractor will be entitled to invoice separately the part already fulfilled or to be fulfilled. The Client is obliged to pay this invoice as if this constituted a separate Agreement.

12.4. The term force majeure referred to in this Clause is understood to mean, apart from what is understood by it in law and case law, all foreseen or unforeseen external causes that are beyond the control of the Contractor and all other causes that cannot be attributed to him, including but not limited to, fire, loss or theft of necessary materials, illness of employees, an epidemic and/or pandemic (including COVID-19) and the measures imposed by government authorities to combat the epidemic and/or pandemic, malfunctions in the computer network and other stagnation in the normal course of business within his company.

13. Employing mutual employees

13.1. During the term of the Agreement as well as for one year after its termination none of the respective parties shall employ employees of the other party who are or were involved in the performance of the Agreement or let them work for him either directly or indirectly otherwise, except with the prior written consent of the other party.

13.2. Conditions may be attached to the consent meant in the previous paragraph.

14. Evaluation of the assignment

14.1. The Contractor has the performance of assignments evaluated by external bodies, including NRTO and CEDEO. In addition, we perform our own evaluations. The Clients are asked to cooperate with this as much as possible.

15. Personal data processing

15.1. If the Contractor processes Personal Data during the performance of the Agreement, the Contractor will process the Personal Data in a proper and careful manner and in doing so adhere to the legal regulations that ensue from the General Data Protection Regulation and the Dutch General Data Protection Implementation Act (*Uitvoeringswet Algemene Verordening Gegevensbescherming*).

15.2. The Contractor will inform the Client within four (4) working days about every request and/or every complaint by the Supervisory Authority with regard to the Personal Data that are processed in performing the Agreement/the Subscription.

15.3. The Contractor will cooperate with a request from the Client in order that (a) Data Subject(s) can exercise the rights such as, but not limited to, the right of inspection, improvement, removal of or objection to the Processing of Personal Data and a request for transferability of his own Personal Data.

15.4. The Contractor will inform the Client within four (4) working days about any court order, summons, legal obligation or other obligation to share the Personal Data with third parties.

15.5. The Contractor will inform the Client about the detection of a possible Data Leak within 24 (in words: twenty four) hours after it has been detected. The Contractor will subsequently keep the Client informed of any new developments concerning the Data Leak.

15.6. In the event of a Data Leak the Contractor will provide the following information:

- a detailed description of the Data Leak;
- type/nature of Personal Data involved in the Data Leak;
- how many Data Subjects have their Personal Data involved in the Data Leak;
- the measures taken to restrict negative consequences for the Data Subjects and to remedy the Data Leak;
- the cause of the Data Leak;
- the duration of the Data Leak and the moment it arose.

15.7. Any costs incurred to solve the Data Leak, will be at the expense of the party incurring the costs unless the Data Leak was caused by the non-fulfilment of the Agreement by the Contractor in which case the costs will be at the expense of the Contractor. In addition, the Client will retain the possibility to pursue other legal remedies.

15.8. Communication concerning the Data Leak will always take place in consultation.

15.9. When the Agreement between the parties ends, the Contractor will retain the Personal Data he processed in performing the Agreement for the duration as described in the privacy statement of the Contractor as stated on the website of the Contractor.

16. Complaints schemes

16.1. The provisions in this Clause are effective notwithstanding Clause 17.

16.2. The Contractor is committed to keeping the Clients satisfied. If the Client establishes shortcomings in the performance of the assignment, the Client is requested to submit the complaint, stating the reasons, in writing to the management of the Contractor within 14 (in words: fourteen) days after establishment, but no later than 30 (in words: thirty) days after the provision of the respective service.

- 16.3. The management of the Contractor will ensure that the Client is contacted as soon as possible after having received the complaint in order therefore to ensure that it is adequately dealt with.
- 16.4. If a complaint is justified, the Contractor shall still provide the Services as agreed, unless in the meantime this has become demonstrably pointless for the Client. The latter must be made known by the Client in writing.
- 16.5. If it is no longer possible or sensible still to perform the agreed activities or deliver the items, the Contractor will only be liable within the limits of Clause 11.

17. Dispute resolution

- 17.1. The Contractor is a member of the Dutch Council for Training and Education (*Nederlandse Raad voor Training en Opleiding*: NRTTO) and adheres to the professional code of conduct of this organisation. Compliance with this code of conduct is encouraged by the NRTTO by investigating complaints. If any violations are established, disciplinary measures can be taken.
- 17.2. If the Client is of the opinion that the Contractor does not comply with the professional code of conduct of the NRTTO during the performance of assignments in the field of training, the Client can submit this complaint to the NRTTO, Appeals Committee for compliance with the code of conduct, whereby the applicable procedural rules apply. The Client can send a complaint in writing to the "*Commissie van Beroep ter attentie van het secretariaat van de NRTTO*" (Appeals Committee, attn. NRTTO Secretariat), Papiermolen 34, 3994 DK Houten, info@NRTTO.nl.
- 17.3. Any disputes between the Client and the Contractor concerning the performance of consultancy assignments and other assignments not within the jurisdiction of the NRTTO, will be submitted to the competent court of the District Court of Midden-Nederland, based in Utrecht.

18. Applicable law

- 18.1. Exclusively Dutch law shall be applicable to all Agreements between the Client and the Contractor. Any applicability of the Vienna Sales Convention is excluded.
- 18.2. All disputes associated with or arising from the interpretation and/or fulfilment of the Agreement to provide services will be settled by the competent court of the District Court of Midden-Nederland in Utrecht.
- 18.3. The Conditions can be consulted and downloaded via the Website.
- 18.4. The Dutch text of the Conditions is at all times determinant for their interpretation.